

A. G. Contract No. KR99 0117TRN
ADOT ECS File No. JPA 99-03
TRACS No. H5078 01C
Section: SR-89A

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 17 February, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and YAVAPAI COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the state.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. The State and the County desire to improve SR89A as an access controlled highway from its new intersection with US89 at milepost 319.2 easterly 8 miles to the easterly point of the future Lone Mesa interchange that will connect to the new County Fain Road. The road improvement project will be constructed in three phases in accordance with the maps marked Exhibit A & B, which is attached hereto and made a part thereof, as follows :

NO. 23840
Filed with the Secretary of State
Date Filed: 02/17/2000

Peter Bayless
Secretary of State

Dick J. Haenebold

A. PHASE 1 A new 3.5 mile controlled four lane section of SR89A, from US89 at approximately milepost 319.2 to approximately ¾ miles west of the intersection of Glassford Hill Road and SR89A. Transfer ownership and maintenance responsibility to the County of the old section of SR89A from the current intersection of US89 at milepost 319.2 and SR89A to Great Western Drive. The estimated cost of this phase is \$28,915,000. The State's share is 74.2%, or \$21,453,000, and the County's share is 25.8%, or \$7,462,000. The State and County have these amounts budgeted for and available in FY 1999/00.

B. PHASE 2 Realign and construct the next 1.5 mile section of SR89A through the Glassford Hill intersection as a four-lane section. The estimated cost of this phase is \$6,571,000. The State's share is 74.2%, or \$4,875,000, and the County's share is 25.8%, or \$1,696,000. The State and County shall have these amounts budgeted for and available in FY 2001/02.

C. PHASE 3 Realign and construct the next 3 mile section of SR89A as a four lane section through the future Robert Road T.I. and then to a two lane section to align with the new County Fain Road. The estimated cost of this phase is \$11,014,000. The State's share is 74.2%, or \$8,172,000, and the County's share is 25.8%, or \$2,842,000. The State and County shall have these amounts budgeted for and available in FY 2002/03.

4. The estimated total cost of all three phases of this project is \$46,500,000. The State's total share is 74.2%, or \$34,500,000, and the County's total share is 25.8%, or \$12,000,000. Any unused State or County funds from PHASE 1 or PHASE 2 may be used for PHASE 3 if necessary. Any shortage of funds will require a reevaluation of the design. There are no additional State funds available at this time. Change orders during construction will be charged 74.2% to the State and 25.8% to the County.

5. This project will include the construction of the Larry Caldwell T.I. overpass. All other intersections will be at-grade. The responsibility for funding future grade separate structures will be funded as follows: The State will fund Highway 89; Glassford Hill, Robert Road, and Lone Mesa T.I.'s. The County and other local sources will fund Side Road, Great Western, and Coyote T.I.'s, when warranted.

6. When the Fain Road/Lone Mesa T.I. is constructed, the State will relocate SR89A from its intersection with Coyote Road to a connection with Lone Mesa. The roadway of existing SR89A between Coyote Road and relocated SR89A will be abandoned by the State to the County for ownership and maintenance responsibility.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The County will:
 - A. Be the lead agency for the scoping phase of the project (Phase 1,2,&3), and provide to the State standard design studies and environmental documents. Acquire all required right of way for the project (Phase 1,2 &3) including that needed for future T.I.'s with access prohibited except at identified T.I. locations. Right of way acquisition will start immediately after the design concept report is approved. The County will deed the right of way to the State. (Right of way costs will be split 74.2% to the State and 25.8% to the County. These costs are already estimated in the project costs.)
 - B. Be the lead agency for the PHASE 1 pre-construction phase (administration of the design). As lead agency provide to State standard design studies, plans, specifications and such other documents including all necessary permits, clearances, or approvals from any other impacted agencies, and services required for construction bidding and construction of PHASE 1 of the project.
 - C. Review the design documents and provide comments for Phase 2 and Phase 3 of the project. Through zoning, protect the corridor for the relocation of SR89A at the Fain Road/Lone Mesa connection until that relocation is constructed. Provide for any mitigation required in excess of that described in Phase 1. Incorporate or promptly resolve State review comments.
 - D. Be responsible for twenty-five and eight tenths percent (25.8%) of the costs of the entire project in an amount currently estimated at \$12,000,000.
 - E. During construction, reimburse the State for the County share of construction costs within 30 days after receipt of an invoice, and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.
 - F. Upon completion of the project and upon approval and by resolution of the Board of Supervisors, accept jurisdiction and maintenance responsibility for the old section of SR89A between the intersection of the new SR89A and old SR89A, to the intersection with SR89. Provide interim maintenance to (old) SR-89A during construction of the (new) SR89A. Waive the four-year advance notification requirements of Arizona Revised Statute 28-7209.
 - G. Construct new Fain Road as a limited access two-lane highway that will align to the new Highway 89A alignment. Insure that Fain Road is completed on the same schedule as the Phase 3 89A project.

2. The State will:

- A. Be the lead agency for the pre-construction phase for Phase 2 and Phase 3 of the project and also for the construction phase (construction administration) of the project. Review the design documents and provide comments for Phase 1 of the project.
- B. Direct the Project Manager for Phase 3 to be on the County's Fain Road management team. Insure that Phase 3 is completed on the same schedule as the Fain Road construction.
- C. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Confer with the County on any project related contract modifications. Provide construction engineering for the project at no cost to the County. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.
- D. Be responsible for seventy-four and two tenths percent (74.2%) of the entire cost of the project in an amount currently estimated at \$34,500,000.00. During construction, invoice the County for its share of the Project construction costs. ~~Take the cost of change orders, if any, from savings from other projects.~~ *WGA 12/4 for 4 GB*
- E. Upon completion, approve and accept the Project as complete and designate the new controlled access roadway as SR89A. Be responsible for interim maintenance costs of (old) SR89A during construction of (new) SR89A. Upon approval by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for the old section of SR89A between the intersection of the new SR89A and old SR89A.
- F. When SR89A is relocated from its intersection with Coyote road to a connection with the Fain Road/Lone Mesa T.I., the State will abandon to the County for ownership and maintenance responsibility the roadway between Coyote Road and relocated SR89A.
- G. ADOT's New SR89a maintenance responsibility will begin from the west right of way of US89, and include each intersection through to the Lone Mesa TI. At each of the intersections the responsibility extend to the curb returns.

III. MISCELLANEOUS PROVISIONS

- 1. This agreement shall remain in force and effect until completion of said project and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a project contract, upon thirty (30) days written notice to the other party

2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for Public Works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County Administrator
1015 Fair Street
Prescott, AZ 86305

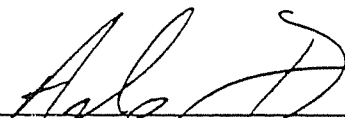
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA
Depart. of Transportation

By

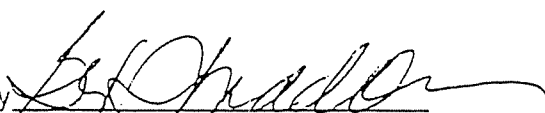

A.G. "CHIP" DAVIS, CHAIRMAN
Board of Supervisors

By


WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

By


BEV STADDON
Clerk of the Board

REGIONAL ROAD SYSTEM

SCALE: 1in = 6000ft

